

EXHIBIT 2

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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LUMINANT ENERGY COMPANY LLC,

Plaintiff,

Index No.

COMPLAINT

KOCH ENERGY SERVICES, LLC,

Defendant.

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Plaintiff Luminant Energy Company LLC (“Luminant”) alleges as follows against
Defendant Koch Energy Services, LLC (“Koch”):

Nature of the Case

1. This is a breach of contract case that is required by contract to be brought in New York but arises out of the subject matter of an existing case brought in Texas regarding events that took place there, relationships that are centered there, and issues that will be litigated there. The present dispute concerns failures by Koch, a natural gas seller, to deliver contracted-for natural gas to Luminant, an electricity generator headquartered in Texas, during the substantial winter storm of February 12–19, 2021 in Texas (the “2021 Winter Event”). Koch’s failures to provide the agreed amounts of natural gas to Luminant used to fuel several power plant facilities in Texas were breaches in violation of express contractual agreements. These breaches interfered with Luminant’s and its affiliates’ ability to operate certain electricity generation facilities, causing significant damages in the millions of dollars and these breaches were not excused.

Parties

2. Plaintiff Luminant is a Texas limited liability company and has its principal place of business in Texas.

3. Defendant Koch is a Delaware limited liability company with its principal place of business in Wichita, Kansas.

Jurisdiction and Venue

4. The parties' governing agreement at Section 4(h) provides that:

Each party expressly submits to the exclusive jurisdiction of the State of New York, U.S.A., and to the venue of federal and state courts situated in the city of New York, Borough of Manhattan, State of New York, and agrees to accept service of process by registered mail. Each party irrevocably waives any objection it might otherwise have to such venue and any right to remove or transfer jurisdiction to any other forum.

5. The Court has personal jurisdiction over Koch pursuant to the parties' agreement—which demonstrates Koch's minimum contacts with New York—and CPLR Section 302(a). Venue in this County is proper pursuant to CPLR Section 501 and the parties' agreement, providing for venue in the state courts located in the Borough of Manhattan, New York, New York, and also CPLR Section 503(a).

Background

6. Luminant's parent Vistra Corp. ("Vistra") is a premier, integrated power company that traces its roots to the founding of the Dallas Electric Lighting Company in 1882 and is based in Irving, Texas. Vistra combines an innovative, customer-centric approach to retail with a focus on safe, reliable, and efficient power generation. Through its retail and generation businesses, Vistra operates in 20 states and the District of Columbia, including six of the seven competitive markets in the United States, and markets in Canada and Japan as well, with about 5,400 employees. Vistra's retail brands serve approximately 5 million residential, commercial, and industrial customers with electricity and natural gas and Vistra is one of the largest competitive residential electric providers in the country. Vistra is also the largest competitive power generator in the

United States with a capacity of approximately 39,000 megawatts powered by a diverse portfolio, including natural gas, nuclear, solar, and battery energy storage facilities.

7. In Texas, Vistra and its subsidiaries operate several natural gas-fueled power generation facilities, including, for example, the Odessa-Ector Power Plant, which Luminant-affiliate La Frontera Holdings LLC purchased from a Koch affiliate in 2017. These electricity generation plants rely on natural gas as the fuel source.

8. To fuel these plants, Luminant purchases natural gas from suppliers, including Koch, who markets and supplies natural gas throughout North America, including in Texas.

The ISDA Agreement

9. Luminant and Koch are parties to a July 21, 2015 Master Agreement (the “ISDA Agreement”), based on the standard form Master Agreement issued by the International Swaps and Derivatives Association, Inc., and including certain Schedules.

10. Koch and Luminant entered into specific transactions, from time to time, for the sale of natural gas pursuant to the ISDA Agreement, and each transaction is memorialized in a separate trade confirmation (“Confirmations”) setting forth the specific terms of each particular transaction.

11. The Confirmations reference the ISDA Agreement and explicitly note that the Confirmations incorporate the terms of the ISDA Agreement:

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement with Gas Annex dated 07/21/2015 (the “Master Agreement”), as amended and supplemented from time to time, between Luminant Energy Company and Koch Energy Services, LLC. All provisions contained in the Master Agreement govern this Confirmation except as expressly provided herein.

12. In February 2021 and relevant to the 2021 Winter Event, Luminant and Koch entered into at least fifteen Confirmations with Koch, under which Koch committed to provide natural gas in specified quantities to Luminant, at either fixed or indexed prices:

	Luminant Trade #	Koch Trade #	Delivery Period	Contract Quantity	Contract Price
1.	1485871	983221	2/11/21 – 2/11/21	5,000 MMBTU/Day	Fixed Price, 10.00
2.	1485252	981767	2/11/21 – 2/11/21	10,000 MMBTU/Day	Index, GD Waha, 100%
3.	1485423	981770	2/11/21 – 2/11/21	20,000 MMBTU/Day	Index, Waha, 100%
4.	1486097	983204	2/11/21 – 2/11/21	15,000 MMBTU/Day	Fixed Price, 20.00
5.	1486105	982568	2/11/21 – 2/11/21	5,000 MMBTU/Day	Fixed Price, 10.00
6.	1486113	983189	2/11/21 – 2/11/21	10,000 MMBTU/Day	Fixed Price, 10.50
7.	1486081	983205	2/12/21 – 2/12/21	25,000 MMBTU/Day	Fixed Price, 23.00
8.	1486145	983199	2/12/21 – 2/12/21	20,000 MMBTU/Day	Fixed Price, 17.50
9.	1486165	983525	2/13/21 – 2/16/21	5,000 MMBTU/Day	Index, GD NGPL, Texok 100%
10.	1486530	983822	2/13/21 – 2/16/21	25,000 MMBTU/Day	Fixed Price, 250.00
11.	1486925	984618	2/17/21 – 2/17/21	2,500 MMBTU/Day	Fixed Price, 600.00
12.	1487130	984802	2/17/21 – 2/17/21	5,000 MMBTU/Day	Fixed Price, 185.00
13.	1487202	985125	2/17/21 – 2/17/21	16,000 MMBTU/Day	Fixed Price, 165.00
14.	1487757	988379	2/18/21 – 2/18/21	20,000 MMBTU/Day	Fixed Price, 65.00
15.	1488130	986537	2/19/21 – 2/19/21	7,500 MMBTU/Day	Fixed Price, 125.00

13. During the 2021 Winter Event, from approximately February 12 through February 19, 2021, a large area of the United States, including in Texas, suffered an extreme winter weather storm event. During this week-long event, severe winter temperatures resulted in surging demand for power across Texas and significant scarcity. The Electric Reliability Council of Texas (“ERCOT”), which has authority to set market prices for electricity, began charging the highest allowable price for electricity in order to get all available power generation capacity online.

14. In order to run the electricity generation facilities at maximum capacity to generate the essential electrical power, Luminant relied on Koch to provide the needed natural gas, which had been explicitly contracted for and which Koch had agreed to provide at agreed-upon prices.

15. But Koch failed to deliver the full volumes of natural gas that it had agreed to provide to Luminant under at least six of the parties’ Confirmations, in breach of its contractual obligations

to provide this natural gas. Luminant attempted to cover for Koch's breaches by attempting to procure natural gas from other sellers at significantly higher prices—and did cover some—but was unable to replace all of the significant volumes of natural gas that Koch failed to deliver. As a result, for much of the 2021 Winter Event, the power generation facilities owned by Vistra and its affiliates were unable to run at maximum capacity, were unable to provide much-needed electricity to the state electrical grid, and were unable to benefit from the electricity prices set by ERCOT during the winter event.

16. Koch did not validly excuse its failure to perform for any reason.

17. To the extent that Koch seeks payment from Luminant for natural gas it did provide during the 2021 Winter Event or gas it provided at above market prices, Luminant seeks its damages from Koch as an offset to any amounts it may owe.

18. To the extent that, in breaching its obligations to provide natural gas to Luminant, Koch instead sold its natural gas to other buyers at higher prices, then Koch has been unjustly enriched as a result of its breaches to Luminant and in equity and good conscience, Koch cannot be permitted to retain these benefits.

**First Cause of Action:
BREACH OF CONTRACT**

19. Luminant repeats and realleges the foregoing allegations of the Complaint as if fully set forth herein.

20. Luminant and Koch had a written agreement in which Koch would provide specified quantities of natural gas to Luminant.

21. Koch breached its obligations by failing to deliver the contractually-obligated volumes of natural gas.

22. As a direct and proximate result of Koch's breaches, Luminant has been damaged and is entitled to recover compensatory damages in an amount to be determined at trial.

23. All conditions precedent to the assertion of this claim have occurred or they have been waived by Koch.

**Second Cause of Action:
UNJUST ENRICHMENT**

24. Luminant repeats and realleges the foregoing allegations of the Complaint as if fully set forth herein.

25. Koch benefited from its failures to comply with its agreement to sell natural gas to Luminant by selling natural gas to other buyers at higher prices.

26. Koch was therefore unjustly enriched at the expense of Luminant, which suffered significant damages in the inability to run its Plant at full capacity.

27. It is against equity and good conscience to permit Koch to retain these funds.

Prayer for Relief

WHEREFORE, Luminant respectfully requests that this Court enter judgment in their favor, and against Koch, as follows:

- a. Entering judgment in Luminant's favor on each Claim in the Complaint;
- b. Awarding Luminant compensatory damages in an amount to be determined at trial;
- c. Awarding Luminant its reasonable attorneys' fees and expenses;
- d. Awarding Luminant pre-judgment and post-judgment interest on all sums awarded in the Court's judgment; and
- e. Granting Luminant such other and further relief as this Court may deem just and proper.

Dated: New York, New York
March 25, 2021

Respectfully submitted,

SUSMAN GODFREY L.L.P.



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